

Memorandum



Date: March 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 9(A)(9)(A)

Subject: Resolution to Execute an Inter-Local Agreement with Miami-Dade County Public Schools

RECOMMENDATION

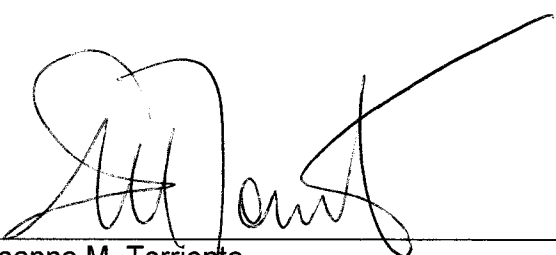
It is recommended that the Board approve the attached resolution authorizing the County Manager to execute an inter-local agreement with Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center (MDCPS/LHTEC) to provide career/technical and academic education to inmates incarcerated in the facilities operated by Miami-Dade Corrections and Rehabilitation Department (MDCR) at a cost not to exceed \$400,000.00 for school year 2006-2007.

BACKGROUND

MDCR and MDCPS/LHTEC are committed to providing career/technical and academic educational course work that will effectively habilitate inmates, giving them the necessary skills to provide a smooth transition into society and consequently reduce recidivism. Since school year 1987-88, MDCR has benefited from a longstanding, cooperative relationship with MDCPS.

MDCPS offers a comprehensive educational/vocational service at a competitive rate. Its basic education courses are provided at no charge to the County and the cost for the vocational courses is competitively at a lower rate than offered by the private sector. Furthermore, having MDCPS provide both the career/technical and academic education offers the benefits of service continuity and alleviates the need to negotiate the terms and conditions of service delivery by multiple vendors.

LHTEC provides the following courses to inmates at six (6) MDCR facilities: Adult Basic Education (ABE), English for Speakers of Other Languages (ESOL), General Educational Development (GED) preparation, Automotive Technology, Automotive Collision Repair and Refinishing, Automotive Detailing and Reconditioning, Business Systems, Cabinet Making, Applied Welding Technology, Printing and Graphic Arts, Gasoline Engine Services, Carpentry, Custom Garment, Cosmetology, Facials Specialist, Nails Specialty, and other educational programs requested by the County. The academic/educational courses are provided at no cost and the cost associated with the career/technical educational courses will not exceed 375 contact hours per course, per student, per trimester. The amount of tuition payment based on the School Board's rate will not exceed \$400,000.00.



Susanne M. Torriente
Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

A handwritten signature in black ink, appearing to read "Murray A. Greenberg", is written over the printed name of the County Attorney.

SUBJECT: Agenda Item No.9 (A) (9) (A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9 (A) (9) (A)
03-06-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTER-LOCAL AGREEMENT FOR FISCAL YEAR 2006-2007 WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS/LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER FOR THE PROVISION OF ACADEMIC/EDUCATIONAL AND CAREER/TECHNICAL EDUCATION FOR INMATES IN THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying agreement, a copy of which is incorporated herein by reference; and

WHEREAS, the Miami-Dade County Public Schools provides career/technical educational courses not to exceed a maximum of 375 contact hours per course per trimester at the rate prescribed by Florida Statutes Title XLVIII, No. 1009.22 for the 2006-2007 School Year; and

WHEREAS, the Miami-Dade County Public Schools agrees to provide academic educational courses to inmates incarcerated in the Miami-Dade Corrections and Rehabilitation Department facilities for the 2006-2007 academic year,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to approve an Inter-local Agreement between Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center, in an amount not to exceed \$400,000.00, and to be paid from the Inmate Welfare Fund, for the provision of academic/education and career/technical education courses at various facilities of the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made a

part hereof, and authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provision contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

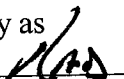
Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

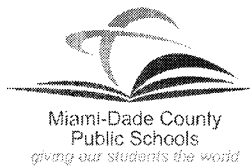
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 

Robert A. Duval



SCHOOL OPERATIONS
AFFILIATING AGREEMENT FOR
EDUCATIONAL SERVICES AT OFF-CAMPUS LOCATIONS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs, as outlined in School Board Rule 6Gx13-6C-1.08, Section V. These adult education programs are offered at off-campus locations that are non-school board property.

This Affiliating Agreement is entered into on this 1st day of October, 2006 by and between Miami-Dade County Corrections & Rehabilitation Dept., 2525 NW 62nd Street,
Name of OrganizationAddress
Miami, Florida 33147, hereinafter referred to as the Organization and The School
City/State/Zip Code
Board of Miami-Dade County, Florida, for Lindsey Hopkins Technical Education Center.
Center Name

TERMS OF AGREEMENT

The terms of the agreement shall commence on October 1, 2006 and shall terminate on September 30, 2007.

NATURE OF ORGANIZATION'S SERVICE

See Addendum # 1

ORGANIZATION

Donald E. Coffey, Chief, Inmate Svcs.

Contact Person

(786) 263-6309

Phone Number

(786) 263-6185

Fax Number

MIAMI-DADE COUNTY PUBLIC SCHOOLS

Ms. Rosa Borgen

Contact Person

(305) 324-6070

Phone Number

(305) 545-6397

Fax Number

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Addendum # 1)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Addendum # 1)

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice.

INDEMNIFICATION

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board, agrees to indemnify and hold harmless the Organization from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

The Organization agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Organization arising out of or in connection with the provisions of this agreement. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.



Organization Representative


12/11/06

Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee

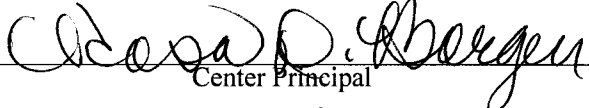
Date



Chief Administrator/Region Director

10/10/06

Date



Center Principal

9/21/06

Date




Risk Management

10/10/06

Date

APPROVED AS TO FORM:



School Board Attorney

9/20/06

Date

ADDENDUM # 1

TO

AGREEMENT

BETWEEN

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER**

AND

MIAMI-DADE COUNTY

The Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center has entered into a contractual agreement with Miami-Dade County.

NOW, therefore, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows.

Section 1

The Miami-Dade County School Board/Lindsey Hopkins Technical Educational Center will:

1. Train inmates in career/technical educational and academic educational courses: Adult Basic Education (ABE), English for Speakers of Other Languages (ESOL), GED Preparation, Automotive Technology, Automotive Collision Repair and Refinishing, Automotive Detailing and Reconditioning, Business Systems, Cabinet Making, Applied Welding Technology, Printing and Graphic Arts, Gasoline Engine Services, Carpentry, Custom Garment, Cosmetology, Facials Specialist, Nails Specialty, and other educational programs requested by the County.
2. Provide career/technical educational courses not to exceed 375 contact hours per course per student, per trimester at the rate prescribed by §1009.22, Florida Statutes for the 2006/2007 School Year, (rates are subject to change when mandated by the school district).

3. Provide educational instruction in accordance with §1004.93, Florida Statutes, Title XLVIII for the 2006/2007 School Year.
4. Provide monthly-itemized statements of students' contact hours to the COUNTY. Additionally, enrollment figures will be provided for GED courses, the number of GED's earned and the number of career/technical certificates earned.
5. Provide data on student progress in career/technical educational and academic educational programs. This will include certificates of competency, grade progression and completion.
6. Supervise instruction and curriculum content.
7. Meet with the Department on a quarterly basis to discuss program status and progress.

Section 2

The COUNTY will:

1. Insure that MDCPS/LHTEC is provided appropriate space and security.
2. Provide the students necessary to start full classes with a minimum of twenty (20) students enrolled in academic/educational programs. Enrollment in career/technical educational classes will vary depending on eligible students.
3. Provide paper, pencil, labels, folders, and books required to properly conduct the classes.
4. Provide payment for the General Education Development Test (GED) when presented with the invoice within 30 days.
5. Provide payment on a trimester basis to the MDCPS/LHTEC when presented with an itemized listing of students who enrolled in classes.
6. The amount of tuition payment based on the School Board rate will not exceed \$400,000.00

Section 3

With respect to this agreement between the MDCPS/LHTEC and the COUNTY it is understood and agreed to as follows:

1. This agreement shall become effective upon execution and shall remain in effect unless modified in writing by mutual consent of both parties this contract will expire on September 30, 2007.
2. Any party hereto may terminate this agreement, with or without cause, at any time giving 30 days prior written notice by certified mail, return receipt requested, to the other party hereto indicating that the agreement will be terminated. After the effective date of the termination, neither party shall be responsible to the other for any payment of bills incurred after the termination date, with the exception of financial encumbrances and/or payments for services rendered prior to the date of termination.

Governing Law & Venue

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

Confidentiality of Student Records


Organization understands and agrees that it is subject to all School Board rules relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective and duly authorized officers this _____ day of _____, 2006.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent
Miami-Dade County Public Schools

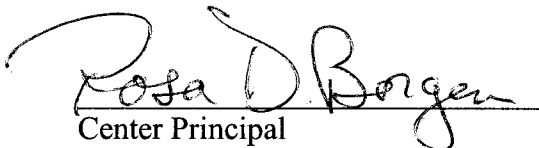
Date



Chief Administrator/Region Director
Miami-Dade County Public Schools

10/11/06

Date



Center Principal
Miami-Dade County Public Schools

10/9/06

Date



Risk Management
Miami-Dade County Public Schools

10/17/06

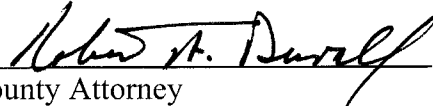
Date

APPROVED AS TO FORM



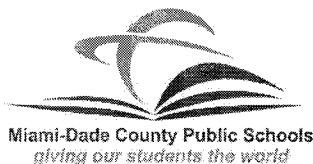
School Board-Attorney

County Manager



County Attorney

County Clerk



ADDENDUM TO VENDOR AGREEMENT

**ADDENDUM 2 to Agreement between The School Board
of Miami-Dade County Florida Lindsey Hopkins Technical
Educational Center and Miami-Dade County
("Agreement")**

BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see ATTACHMENT 1 (Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who **are permitted access on school grounds when students are present, who have direct contact with students** or who have access to or control of school funds **must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes**, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

Miami-Dade County
(Name of Individual or Entity)

By: _____
(Name of Individual signing on behalf of self or entity)

Title: _____

Date: _____

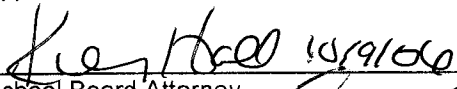
The School Board of Miami-Dade County, Florida
By: _____

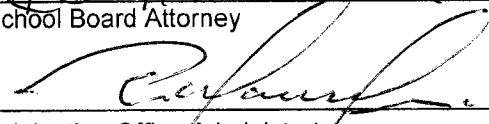
Rudolph F. Crew, Ed. D
Superintendent of Schools, or designee

Printed Name of Designee

Date: _____

Approved as to form:


School Board Attorney


Originating Office Administrator

Initials

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Miami-Dade County Public Schools

SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT 1

**SWORN STATEMENT PURSUANT TO SECTION 1012.4655
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl
(Hereinafter "Board" or "School Board") by Donald E. Coffey, Chief, Inmate Services

(Print individual's name and title)

for Miami-Dade County

(Print Name of entity submitting sworn statement)

whose business address is

2525 NW 62nd Street, Miami, Florida 33147

and its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number (SSN) of the individual
signing this sworn statement and so indicate.

2. I, Donald Coffee, Chief, Inmate Services, am duly authorized to make this
(Print individual's name and title)
sworn statement on behalf of Miami-Dade County
(Print Name of entity submitting sworn statement)
3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford
Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May
2, 2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 101 2.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a County Government (eg. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo, contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students,

Initials

and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

OR Produced Identification _____

Notary Public State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned
name of notary public)

Initials